

**World S.S., Inc. and General Truck Drivers, Office,
Food and Warehouse Local 952, International
Brotherhood of Teamsters, AFL-CIO. Case 21-
CA-28935**

April 22, 1993

DECISION AND ORDER

**BY CHAIRMAN STEPHENS AND MEMBERS OVIATT
AND RAUDABAUGH**

Upon a charge filed by General Truck Drivers, Office, Food and Warehouse Local 952, International Brotherhood of Teamsters, AFL-CIO (the Union), on September 16, 1992, the General Counsel of the National Labor Relations Board issued a complaint on November 30, 1992, against World S.S., Inc., the Respondent, alleging that it has violated Section 8(a)(1) and (5) of the National Labor Relations Act. Although properly served copies of the charge and complaint, the Respondent failed to file an answer.

On March 25, 1993, the General Counsel filed a Motion for Summary Judgment with the Board. On March 29, 1993, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Summary Judgment

Sections 102.20 and 102.21 of the Board's Rules and Regulations provide that the allegations in the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. The complaint states that unless an answer is filed within 14 days of service, "all the allegations in the complaint shall be considered to be admitted to be true and shall be so found by the Board." Further, the undisputed allegations in the Motion for Summary Judgment disclose that the counsel for the General Counsel, by letter dated March 9, 1993, notified the Respondent that unless an answer was received by close of business on March 17, 1993, a Motion for Summary Judgment would be filed.

In the absence of good cause being shown for the failure to file a timely answer, we grant the General Counsel's Motion for Summary Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

The Respondent, a Texas corporation, with an office and place of business in Irving, Texas, has been en-

gaged in the business of providing warehouse services at various locations, including Albertson's warehouse facility located at 200 North Puente Street, Brea, California. During the 12-month period preceding issuance of the complaint, the Respondent in conducting its business operations performed services valued in excess of \$50,000 in States other than the State of California.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

The following employees of the Respondent (the unit), constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees of Respondent performing warehouse services at Albertson's warehouse facility located at 200 North Puente Street, Brea, California; excluding all other employees, office clerical employees, guards and supervisors as defined in the Act.

On or about June 26, 1992, the Respondent agreed to recognize the Union as the exclusive collective-bargaining representative of the unit if the Union demonstrated by a card count before an impartial person that it represented a majority of the unit.

On or about July 7, 1992, the Union demonstrated to the Respondent that a majority of the unit had selected the Union as their exclusive collective-bargaining representative.

On or about July 15, 1992, by a telephone call, on July 16, 1992, by letter, and at various other times including September 10, 1992, by mailgram, the Union requested that Respondent recognize it as the exclusive collective-bargaining representative of the unit, and bargain collectively with the Union as the exclusive collective-bargaining representative of the unit.

Since about July 15, 1992, the Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the unit.

CONCLUSION OF LAW

By the conduct described above the Respondent has been failing and refusing to recognize and bargain with the Union as the exclusive collective-bargaining representative of the unit, and has thereby engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically having found that the Respondent has violated Section 8(a)(5) and (1) of the Act by failing to recognize and bargain in good faith with the Union since July 15, 1992, we shall order it to cease and desist therefrom and to recognize and bargain with the Union on request.

ORDER

The National Labor Relations Board orders that the Respondent, World S.S., Inc., Brea, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to recognize and bargain with General Truck Drivers, Office, Food and Warehouse Local 952, International Brotherhood of Teamsters, AFL-CIO as the exclusive collective-bargaining representative of the employees in the following unit:

All employees of Respondent performing warehouse services at Albertson's warehouse facility located at 200 North Puente Street, Brea, California; excluding all other employees, office clerical employees, guards and supervisors as defined in the Act.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, recognize and bargain with the Union as the exclusive collective-bargaining representative of the employees in the unit.

(b) Post at its facility in Brea, California, copies of the attached notice marked "Appendix."¹ Copies of the notice, on forms provided by the Regional Director for Region 21, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including

¹ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT fail and refuse to recognize and bargain with General Truck Drivers, Office, Food and Warehouse Local 952, International Brotherhood of Teamsters, AFL-CIO as the exclusive collective-bargaining representative of the employees in the following unit:

All employees of Respondent performing warehouse services at Albertson's warehouse facility located at 200 North Puente Street, Brea, California; excluding all other employees, office clerical employees, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, recognize and bargain with the Union as the exclusive collective-bargaining representative of the employees in the unit.

WORLD S.S., INC.